

COLLECTIVE AGREEMENT

BETWEEN

ZipTrack

ZIPTRACK Limited.
(Hereinafter referred to as the “COMPANY”)
PARTY OF THE FIRST PART

AND



**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4266 (8)**

CUSTOMER SERVICE REPRESENTATIVES (CSRs)

(Hereinafter referred to as the “UNION”)
PARTY OF THE SECOND PART

JANUARY 1st, 2015 TO DECEMBER 31st, 2018

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Company and its employees covered by this Collective Agreement. It provides for an ongoing means of communication between these employees and the Company for the purpose of discussing matters of mutual interest. It also provides for the prompt settlement of disputes.

The Union supports the proper and efficient operation of the Company's business in serving the public interest.

ARTICLE 2 - UNION RECOGNITION

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees employed as Customer Service Representatives (CSR) of Ziptrack **Limited**, in the City of Ottawa, within the meaning of the Labour Relations Act as presently in force in the Province of Ontario.
- 2.02 Bargaining Unit work is to be performed by Union members as defined in Article 2.01 except for instructional or emergency situations or in the absence of readily available call-takers.
- 2.03 Wherever the masculine pronoun is used in the agreement it includes the feminine pronoun where the context so requires. In addition, wherever the singular is used in the agreement it includes the plural where the context so requires.
- 2.04 A full-time employee is an employee who has completed his probationary period and is assigned scheduled shifts, the minimum total hours of which shall be eighty (80) hours per pay period
- 2.05 A part-time employee is an employee who has completed his probationary period and is assigned scheduled shifts the maximum of which shall not exceed forty-eight (48) hours per pay period except when required to temporally replace an absent employee.

When a part-time employee reaches 6,240 hours of employment, they will be deemed to be a full-time employee and all applicable terms and conditions will apply.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management of the business and direction of the working force are fixed exclusively with the Company and without restricting the generalities of the foregoing, the Union acknowledges that it is the exclusive right of the Company to:
- (i) Operate and manage the business, to control production, to maintain order and efficiency;
 - (ii) Hire, classify, promote, transfer, demote, lay off and discipline or discharge employees for just cause;
 - (iii) Make, alter from time to time, and enforce rules and Regulations to be observed by the employees provided such rules are not inconsistent with the terms and provisions of this Agreement.
 - (iv) Determine the kinds and locations of equipment to be used, the methods and techniques of work, the implementation of schedules, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations, and to exercise all other functions and prerogatives of management, except as specifically limited by the express provisions of this Agreement.
 - (v) Introduce new technology into the Call Center.
- 3.02 The rights reserved to management herein are subject to other provisions of this Agreement and should be exercised in a manner consistent with them.
- 3.03 Management shall exercise its rights in a manner that is fair, reasonable and consistent with the terms of this agreement.
- 3.04 The Company will give **two (2) weeks'** notice to the Union of any changes to the rules/regulations and will have discussions with the Union on such matters.
- 3.05 The Company and the Union shall discuss Company rules and regulations in the Union/Management committee format.

ARTICLE 4 - NON DISCRIMINATION, DISCIPLINE AND/OR DISCHARGE

- 4.01
- (i) The Employer shall not discriminate against employees with respect to terms or conditions or employment on the grounds of race, creed, colour, ages, sex, marital or parental status, religion, nationality, ancestry, or place of origin, union membership or activity, family relationships, place of residence, political affiliation or activities, or sexual orientation.

- (ii) No employee will be subject to harassment on any of the grounds listed above.

4.02 No employee may be required to retire on the grounds of age.

4.03

- (i) No employee shall be disciplined or discharged without just cause.
- (ii) Discipline shall be applied uniformly and disciplinary measures shall be appropriate to their cause and subject to the principles of progressive discipline.
- (iii) Any misconduct of an employee that occurred more than two (2) years prior to the incident shall not be used in disciplinary proceedings against him/her.
- (iv) The Company shall provide the employee and The Union with written notice of pending discipline or discharge within four (4) **business** days of management being **notified/made aware** of the offence or, **except where if the employee has been charged with a criminal offence and this comes to the attention of the Company at any time**, the penalty shall be null and void.
- (v) Employees will be advised in writing when required to appear before a discipline hearing. The employee can, if he/she so desires, be accompanied by a Union representative when appearing for a discipline hearing in matters relating to the discipline of that employee.
Where the employee does not desire the presence of a Union representative, the employee shall put said waiver in writing before commencement of the meeting.

ARTICLE 5 - STRIKES OR LOCKOUTS

5.01 There shall be no strikes or lockouts during the term of this Collective Agreement.

5.02 An employee covered by this Agreement shall have the right to refuse to cross a legal picket line or handle strike work. Failure to cross a legal picket line or handle strike work shall not be considered grounds for disciplinary action or otherwise to be a violation of this Agreement.

5.03

- (i) The Company will not cause or direct any lockout of its employees and the Union will not cause or direct any strikes nor will employees participate in any collective action which will interfere with the operation of the Company such as informational demonstration, sympathy strikes or other forms of activity intended to bring into the public domain, matters covered by this Collective Agreement.
- (ii) The definitions of the terms "lockout" and "strike" as used in Section 5.01 above, shall be in accordance with the Labour Relations Act.

ARTICLE 6 - UNION SECURITY

6.01 All present employees, as a condition of employment, shall remain Union members in good standing. All new employees shall, as a condition of employment, become and remain members in good standing of the Union.

6.02 (i) Ziptrack **Limited** agrees to deduct the amount assessed for dues by the Union from the date of hire of each employee for each month and remit to the Union no later than the fifteenth day of the next month along with the employee's name.

(ii) The Union must advise the Employer, in writing, of the amount of regular union dues and/or assessments to be deducted in accordance herewith and the Employer may, for all purposes rely upon such written notification as conclusive evidence that the amounts so deducted are in accordance with the Union's Constitution and By Laws.

(iii) The Union agrees to give to the employer thirty- (30) days notice, in writing, of any changes to the prevailing union dues and/or assessments.

(iv) The Union agrees to indemnify and save the Employer harmless from any claims, suits, judgements, attachments and from any form of liability as a result of making such deductions in accordance with the written direction of the Union.

6.03 An accurate seniority list shall be maintained by the Company. Copies will be furnished to the Union whenever the status of any former or current member of the work force is affected or when a deletion or addition to the bargaining unit membership takes place.

ARTICLE 7 - UNION REPRESENTATION (RIGHTS AND ACTIVITIES)

7.01 The Company acknowledges the right of the Union to appoint, or otherwise select three (3) shop Stewards and three (3) alternates. The Union will notify the Company in writing of the names of the Shop stewards and his alternates.

7.02 The Company shall provide bulletin boards, for use by the Union, at appropriate locations. The Union will have the right to post notices relating to matters of interest to the Union and the employees with the prior approval of the Company. Such approval shall not be unreasonably withheld.

The Company agrees to move the bulletin board to a more convenient location.

7.03 The Company shall acquaint new employees with the fact that a Collective Agreement is in effect and to introduce a new employee to his Union Steward so that he can be advised of the terms and conditions set out in this Agreement.

7.04 A National Representative or the Local President or his designate, shall have access to the employees' place of work during working hours for necessary Union Business, provided Management is appropriately notified in advance and permission granted. Such visits shall not interrupt the work process.

7.05 The shop Steward or his alternate shall be entitled to leave his work during working hours in order to carry out his junctions under this Agreement involving the investigations and processing of grievances, attendance at meetings with Management, participation in negotiations, conciliations, mediation and arbitration. Permission to leave work during working hours for such purpose shall first be obtained from their supervisor, but such permission shall not be unreasonably withheld.

7.06 Leave of absence with pay shall be granted for up to fifteen (15) days per year (and up to five (5) days per occasion) per employee, who is engaged in proper Union activity. All monies to be reimbursed by the Union within thirty (30) days, to the Company. (Provided it is within legal confines).

ARTICLE 8 - UNION MANAGEMENT COMMITTEE

8.01 A Union-Management Committee shall be appointed consisting of two (2) representatives from the Union and two (2) representatives from the Company. The Committee shall meet at the request of either party for the

purpose of discussing all matters of mutual concern, when given written notice, within a period of no more than twenty-one (21) days.

8.02

- (i) Technological change means, but is not limited to, the introduction of changes to the present system.
- (ii) All employees shall be trained to operate any new equipment introduced as a result to technological advancement.
- (iii) In the event of technological change the Company shall notify the Union in writing at least ninety (90) days before the introduction of such changes and shall not introduce any changes unless prior discussions with the Union have occurred.
- (iv) **No employee shall be dismissed or have his/her regular hours reduced by the Employer as a result of any technological change introduced by the Employer.**

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 It is the mutual desire of the parties hereto that complaints of the employer or of the employees be adjusted as quickly as possible. Grievances may arise from any disputes concerning the interpretation, application, administration or alleged violation of this agreement.

9.02 STEP #1

A complaint shall not be considered a grievance, unless the aggrieved employee has first given the immediate supervisor the opportunity to address the complaint. Such complaint shall not be considered after five (5) working days of the incident giving rise to the complaint or five (5) working days when the employee ought to reasonably have become aware. Failing satisfactory resolution within five (5) working days after the complaint has been made the matter may then be processed as a grievance.

9.03 STEP # 2

Failing settlement of the grievance by the supervisor, it may be referred to the employer and /or any other person or persons designated by him, within five (5) working days after the decision is given by the supervisor. The grievance shall be submitted in writing and a meeting shall be arranged between the grievor and the employer's representatives within ten (10) working days from the date of its submission. The grievor shall have the right to be present at the meeting.

9.04 Failing settlement under the above procedures within five (5) working days after the meeting, the matter in dispute may be taken to arbitration as provided in Article 10.

- 9.05 A group grievance or policy grievance shall be filed at Step # 2 but must be discussed with the supervisor before being filed.
- 9.06 The term "working day" as used in Article 9 of this Agreement shall mean a day other than Saturday, Sunday or recognised holiday.
- 9.07 A grievance concerning dismissal or suspension of an employee will commence at Step # 2 of the grievance procedure within ten (10) working days; and failing to comply within the ten (10) working days will automatically void or cancel the grievance. The Company must respond within ten (10) working days or forfeit the Grievance.
- 9.08 Over and above the right to representation provided for under the grievance procedure, employees shall have the right to have their Union steward at any meeting with Management called for the purpose of discipline.
- 9.09 Where the Company has a Grievance, the Grievance shall be taken up with the Union. If not resolved satisfactorily, the Grievance shall proceed to Arbitration in accordance with the Labour Relations Act, or as amended from time to time.
- 9.10 It is agreed that a **ninety (90) working day (720hours)** period of probation (**in the case of full time employees**) is a period during which the employer has the right to assess an employee to determine whether such employee in the sole discretion of the employer, is acceptable for employment. For part time employees, such period of probation shall be until the employee has exceeded **720** hours.
- It is, recognised and agreed that probationary employees may be released or dismissed in the sole discretion of the employer during the probationary period and that such release or dismissal shall be deemed to be for just cause.
- 9.11 **At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which the resolution is to be reached.**
- 9.12 **The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.**
- 9.13 **The time limits in Articles 6, 7, 8 and 9 shall be observed by both parties hereto except where an extension or limitation of such time limits is mutually agreed upon in writing.**

ARTICLE 10 - ARBITRATION

- 10.01 Any grievance that goes to arbitration will be heard before a single arbitrator.
- 10.02 Within fourteen (14) calendar days after the parties have been notified that the grievance will proceed to arbitration, the parties shall meet and agree upon a single arbitrator. If agreement is not reached within the above-mentioned fourteen (14) calendar days, the parties will request the Ministry of Labour to appoint an arbitrator, and this appointment will be binding.
- 10.03 The arbitrator is to be governed by the following provisions:
- (i) The arbitrator shall hear and determine the subject of the grievances and shall issue a decision which is final and binding upon the parties and upon the employees or employer affected by it;
 - (ii) The arbitrator shall not have the power to alter or amend any of the provisions of this Agreement;
 - (iii) The parties and the arbitrator shall have access to the Company's premises to view the working conditions, equipment or operations, which may be relevant to the resolution of a grievance;
 - (iv) The arbitrator shall not have the power to amend a grievance, but would have the power to modify penalties, and relieve against non-compliance with time limits, or any other technicality or irregularity;
 - (v) The arbitrator shall have jurisdiction to determine whether a grievance is arbitrable;
 - (vi) The costs of the arbitrator shall be borne equally.

ARTICLE 11 - SENIORITY

- 11.01 Subject to the terms of this Agreement, seniority is the principle of granting preference to all employees, in the matters of lay-off, promotion, recall from lay-off and holiday scheduling, in accordance with length of continuous employment provided the senior employee has the necessary skills to perform the normal requirements of the job classification.
- 11.02 Subject to the terms of this Agreement, rules respecting seniority are designed to afford employees an equitable measure of security, within classifications of the Company, based upon length of continuous employment since the last date of hire.
- 11.03 An updated and accurate seniority list shall be maintained by the Company and attached as Schedule "B". A Copy of the revised list shall be posted on the bulletin board and a copy sent to the Union office every January 1st, and July 1st, for the duration of the Agreement.

11.04 Part-Time Seniority

- (i) Part-Time employees will accumulate seniority on an hourly basis.
- (ii) Seven hundred and twenty (720) hours will be the probationary period.
- (iii) Part time employees maintain but do not accumulate seniority when on an authorized leave of absence.
- (iv) In all cases of layoff, promotion, and holiday scheduling, full time employees will have seniority rights over part time employees.

11.05 Full-Time Seniority

- (i) Full-Time employees will accumulate seniority from the first date of hire or from date attained from part-time status subject to Article 11.09.
- (ii) The probationary period shall be ninety (90) days worked.
- (iii) Full-time employees will accumulate seniority when on an authorized leave of absence provided it does not to exceed one (1) year.
- (iv) In all cases of layoff, promotion, and holiday scheduling, full time employees will have seniority rights over all part time employees.
- (v) For the purposes of lay off and recall senior employees shall have the right to bump less senior employees provided they have the ability to perform the job duties

11.06 Loss of Seniority

An employee shall lose all seniority and his employment shall be deemed to be terminated if the employee:

- (i) Voluntarily resigns from the Company or leaves the employ of the Company;
- (ii) Is discharged and is not reinstated through the grievance or Arbitration procedure;
- (iii) Fails to return to work upon termination of an authorized leave of absence for purpose other than those for which the leave of absence may be granted.
- (iv) Has been laid off for the lesser of his length of seniority or twelve (12) months;
- (v) Has an unexplained absence of two (2) or more consecutive days without reasonable cause;
- (vi) Fails, upon being notified of a recall to work from lay-off, to report to work within two (2) weeks after such notification has been given by telephone and mail, unless approval has been received by the employee to postpone his return. It is the employee's responsibility to ensure that his home address and telephone number are current at all times. If the employee fails to do so, the employer shall not be responsible for failure to comply.

- 11.07 Seniority shall be retained and accumulated when an employee is on annual earned vacation.
- 11.08 An employee shall not accumulate seniority when he utilizes a leave of absence for purpose other than those for which it was granted unless permission for such change has been confirmed in writing by Management.
- 11.09 Transfer of Seniority
Seniority, for purposes of Article 11 when changing status, shall be applied as follows:
- (i) An employee whose status is changed from full-time to part-time shall receive full credit for his seniority;
 - (ii) An employee whose status is changed from part-time to full-time shall receive credit for his seniority on the basis of one (1) year for each 2080 hours worked.
- 11.10 For all cases of lay-off and recall, the employee, who is laid off, is entitled to a notice to this effect of a minimum of two (2) weeks or in accordance with the Employment Standards Act, whichever is greater, exclusive of vacation time. A copy of such notice shall be forwarded to the Union.
- 11.11 The employer shall make every attempt to maintain the person or persons **affected** by the lay-off within the Company. Failing this, the employer shall give the employee with over two (2) years seniority four-(4) weeks' severance pay. Employees with two (2) years or less seniority will be governed by the Employment Standards Act.
- 11.12 A temporary lay-off notice must be issued with two-(2) weeks notice exclusive of scheduled vacation time.
- 11.13 In the event of termination of more than 50% of the employees in the Bargaining unit at one time then in addition to the other requirements of this Article all employees terminated shall receive 2.5 days pay for every six months worked.

ARTICLE 12 – LEAVES

- 12.01 It is agreed that an employee will be granted personal leave of absence without pay for legitimate personal reasons with Management approval. Management will not withhold leave except for just cause. Maximum personal leave will be two (2) weeks per year.

12.02 - BEREAVEMENT LEAVE

All employees who have completed their probationary period shall be granted paid bereavement leave only on scheduled workdays as follows:

- (i) Upon the death of a member of the immediate family said employee shall receive leave of absence with pay for five (5) days up to and including the day of the funeral. The term "Immediate Family" shall, in this case, mean the spouse, child, mother, father, brother, sister, of such employee.

Example: If the death occurs on a Friday and said employee's regular days off were Saturday and Sunday, bereavement leave would apply to Monday through Friday.

- (ii) Provided further where there is a death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, step-mother, step-father, of said employee, then such employee will receive leave of absence with pay for two (2) days up to and including the day of the funeral. In the case of stepmother and stepfather, these shall be limited to one (1) occurrence of each per employee.

Note An employee shall not be paid Bereavement Leave if he is absent from work on any other authorized leave of absence including pregnancy and/or parental leave, on lay-off, on a paid holiday, on vacation or a compensable or non-compensable illness or absence.

12.03 - JURY DUTY LEAVE

A full-time employee who has completed his probationary period, who is required, and reports for jury duty in any Canadian Court of Law or is required by subpoena to attend at a Court of Law, or is called as a Crown witness in connection with any case arising from his duties with the Employer, shall not lose pay at his regular straight time hourly rate for all regularly scheduled hours which the employee would otherwise have worked provided the employee:

- (i) Informs the employer immediately upon being notified that the employee will be required to attend Court;
- (ii) Presents proof of service requiring the employee's attendance;
- (iii) Deposits with the Employer the full amount of compensation received for such jury duty or witness fees excluding mileage travelling and meal allowance and an official receipt thereof;
- (iv) Hours paid under this clause will not be calculated as part of the regular work scheduled hours;

12.04- PREGNANCY AND PARENTAL LEAVE

The pregnancy leave of an employee, who is entitled, shall be as per Provincial Legislation.

It is understood that, during a pregnancy and/or parental leave, the employee shall not be entitled to any benefits under the provisions of the Collective Agreement for the period of the leave of absence and the employee will be responsible for full payment of any subsidised employee benefits in which he/she is participating for the period of absence.

12.05 - DOCTOR OR DENTAL APPOINTMENTS

- 1) Time off with pay for a doctor or dental appointment of an employee will be granted if said employee cannot arrange such appointment outside of his/her working hours.
Employees will be granted up to five (5) hours of paid leave per year to attend:
 - a) A maximum of three (3) hours at any one time unless circumstances beyond the employee's control necessitate a longer period.
 - b) Should be taken to coincide with the beginning or end of a shift.
 - c) When requested to do so, a doctor's certificate will be provided.
 - d) Except for emergencies employees must give two (2) working days notice of such.

- 2) Full wages for the shift at regular time shall be paid if an employee is hurt on the job as well as transportation to the hospital if required.

12.06 - STAFF MEETINGS

Bi-Monthly meetings will be held on **the fourth (4th) week** of every other month **alternating Mondays through Fridays**. The time required for such meetings with the staff by the employer, after or before scheduled working hours, will be paid at the normal hourly rate, and all staff **must** attend.

If a notice of cancellation is not posted three (3) days prior to said meeting, the staff will be paid one (1) hours pay at their regular rate.

ARTICLE 13 - VACATION

- 13.01 It is important that all vacation must be taken in the calendar year after accrual and any deviation from such should be isolated and must at all times receive the prior approval of the General Manager or his designee. In order to facilitate the orderly completion of vacation entitlement, the following outline must be strictly adhered to:

Employees will be paid **the monetary amount (where such exists) for time-off being taken from** their accrued remunerative vacation entitlement **and such amounts shall be included** with their regular pay deposit at the payroll immediately preceding commencement of, or immediately following the end of, that employee's booked vacation period.

- (i) There shall be two (2) booking periods per year with each employee booking a minimum of fifty (50%) of his/her entire vacation entitlement during the period of **January** 1st to June 30th and the remainder during the period of July 1st, to November 30th,
- (ii) Conflicts in vacations will be resolved by seniority;
- (iii) The confirmed vacation schedule will be posted twice per year;
- (iv) Except with prior management approval, no vacation shall be scheduled **during the month of December;**
- (v) Vacations shall be limited to no more than two (2) consecutive weeks, during the period of July 1st to November 30th only. Application for vacation of more than two (2) consecutive weeks must be approved by the **President or his designee** and such approval shall not be unreasonably withheld.
- (vi) Only one (1) Call Taker per shift can be on vacation at one time **unless approved by the President or his designee and such approval shall not be unreasonably withheld.**

13.02 When a statutory holiday, for which salary is paid, falls on a day during a vacation period of an employee, The Company and said employee may mutually agree to provide the option of:

- (i) Receiving an additional day's pay for the period in which the holiday fall,
- (ii) The entitlement will be increased one (1) additional day in lieu of pay, which may be taken in conjunction with the entitlement at the end of same, or
- (iii) At a time mutually agreed upon.

13.03

- (i) For purposes of calculating vacation pay, gross earnings shall include salary and overtime pay only. Any severance pay, vacation pay, pay in lieu of notice, or amounts given gratuitously are not earnings for purposes of vacation pay.
- (ii) A vacation week will be deemed to run from Sunday to Saturday.

13.04 All employees are entitled to the following paid vacation in each year:

- (i) Two (2) weeks per year (4% of gross earnings) for those employees with more than one (1) but less than four (4) completed years of seniority.
- (ii) Three (3) weeks per year (6% of gross earnings) for those employees with four (4) or more years of seniority but less than eight (8) completed years of seniority.
- (iii) Four (4) weeks per year (8% of gross earnings) for those employees with eight (8) or more years of seniority but less than fifteen (15) completed years of seniority.
- (iv) Five (5) weeks per year (10% of gross earnings) for those employees with fifteen (15) or more years of seniority but less than twenty (20) completed years of seniority.
- (v) Six (6) weeks per year (12% of gross earnings) for those employees with twenty (20) completed years of seniority or more.

ARTICLE 14 - RECOGNIZED PAID LEAVE

14.01 All full-time and part-time employees who have completed their probationary period and otherwise qualifies as per the ESA shall receive the following recognised holidays with pay:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

14.02

- (i) A paid holiday shall constitute pay at the employee's regular rate of wages for his/her normal hours worked. If any of the above paid holidays fall on a non-working day for an employee, he/she shall receive either regular rate of wages for his/her normal hours worked or a lieu day (which shall be deemed to be the paid holiday) at some later date as may be mutually agreed upon between the Company and the employee.
- (ii) If an employee works on any of the said holidays, in addition to holiday pay, described in 14.01 he shall receive one and one half (1 1/2) times his normal hourly rate for all hours worked.

14.03 To qualify for the paid holidays, an employee must work his/her scheduled shift immediately proceeding and his/her scheduled shift immediately succeeding the holiday. In the event an employee is prevented from working

the said shifts by reason of legitimate illness such employee shall qualify for the paid holiday upon submission of the doctor's note.

14.04 The Employer agrees to grant only to full-time employees who have completed their probationary period **and who are actively at work, eight (8) paid** floating holidays during each year of this agreement under the following conditions:

- (i) Under normal circumstances and excluding sick leave, written requests for floaters must be received a minimum of seven (7) calendar days prior to the commencement of the day(s) being requested as floater(s). **The Employer agrees to respond, in writing, within four (4) days (Saturdays, Sundays, and Statutory Holidays not included) from the date of receipt of the request. Floaters granted will be on a 'first applied-for basis'.**
- (ii) Floater(s) taken cannot be used to achieve an overtime situation
- (iii) Floater(s) may only be taken with Management approval and such approval will not be unreasonably withheld.
- (iv) The date shall be mutually agreeable and floaters **cannot** be taken during the months of January, February and December.
- (v) Floaters will be paid based on an eight- (8) hour/day.
- (vi) **Commencing January 1st, 2016 a maximum of four (4) floating holidays will be approved prior to June 30th of each year by Management and such approval shall not be unreasonably withheld.** Where more floaters than the employee's entitlement are taken during this period and the employee, for whatever reason(s), ceases employment with the Company, the numbers of floaters appropriate to that employee shall be pro-rated and amounts owing shall be deducted from that employee's final cheque.
- (vii) The employer agrees to grant to part time employees with one (1) year of seniority **(2,080 hours)** the equivalent of **two (2) day's (sixteen (16) hours)** wage **provided the employee has worked 2080 hours in the twelve (12) month period prior to the request being granted.**
- (viii) Floaters may be used to substitute for sick day(s) so long as the number of floaters taken are in accordance 14.04(vii) **and in accordance with (v).**

14.05 **Time off shall be booked on a seniority basis**

ARTICLE 15 - HOURS OF WORK

15.01 All hours worked in excess of eighty (80) hours in a two- (2) week period shall be paid at a rate of time and one-half (1.5).

15.02 **Employees will be asked by seniority if they wish to work on any of the Statutory Holidays as outlined in 14.01. In the event that sufficient staff does not consent to work, employees shall be scheduled to work based on seniority.**

15.03 All employees will be required to work their respective shifts.

15.04 It is understood that from time to time the employer may make changes to the work schedule. The employer shall inform the Union of any such changes fifteen-(15) working days in advance of any such changes being effective. Failure to provide such notice shall delay implementation of the proposed changes for the required notice period.

15.05 An employee is required to advise the Company of his impending absence for any reason, including illness, prior to the commencement of his scheduled shift, wherever possible, as per the follows:

- AM Shift 2 hours
- PM Shift 2 hours
- Midnight shift 2 hours.

The Employer will endeavour to replace employees who advise of impending absences.

15.06 Proof of Illness

An Employee may be required to produce a certificate from a qualified medical practitioner for illness in excess of three (3) consecutive working days certifying that the Employee is/was unable to carry out his/her duties due to illness or injury.

After the fourth absence period without a certificate in any calendar year, the Employee may be required to produce a certificate from a qualified medical practitioner, **at the employee's own expense**, for any additional absence due to illness or injury

15.07 **Management has the right to create a Holiday Schedule for the following non- statutory holidays:**

- **St. Patrick's Day**
- **Halloween**
- **New Year's Eve**

15.08 A work day is defined as eight (8) hours worked.

15.09 Overtime hours worked shall be used with regular hours in calculating probation and wage increments, etc.

- 15.10 In lieu of receiving overtime pay, Employees may accumulate overtime to be used as time-off.

Employees shall notify their supervisor of their preference to accumulate time in lieu of payment in advance in writing. Changes to employees status in this regard shall be limited once per calendar year.

Employees shall provide the Employer with a minimum of **four (4) days** written notice prior to the period within which the Employee wishes to use accumulated overtime.

ARTICLE 16 - WAGE RATES

- 16.01 The rates of pay shall be listed on Schedule 'A' of this Agreement.
- 16.02 Any employee, transferred temporarily to a higher rated job classification for in excess of one (1) hour, shall receive the applicable rate for the new job group for the time so transferred.
- 16.03
- i. Employees shall be paid one and one-half (1 1/2) times his straight time rate for all hours worked in excess of eight (8) hours per day.
 - ii. An employee called in on his/her day off due to the confirmed absence of another employee and who reports for duty within **ninety (90) minutes** of the start of the shift shall be paid for the entire shift at the applicable rate of pay. All hours worked in excess of eighty (80) hours in a two- (2) week period shall be paid at a rate of time and one-half (1.5).
 - iii. If an employee is called in to replace an absent worker without four hours notice the employee shall have his transportation **to and from work** paid for by the Company.
- 16.04 Employees will be paid by Direct Deposit.
- 16.05 A shift premium of fifty (\$0.50) cents per hour shall be paid to all employees working the night shift which commence after **10:00 p.m.** on any day. **For shifts that begin prior to 10:00 pm on any day and ends after midnight, a shift premium of fifty (0.50) cents per hour shall be paid for those hours after midnight.** It is understood that that all shifts shall relate to the day in which they commence.
- 16.06 Pay errors which represent an amount in excess of Fifty Dollars (\$50.00), will be corrected by providing the employee with payment within two (2) business days of the Company being notified of the error by the employee, provided the error was the fault of the Company.

ARTICLE 17 - HEALTH AND WELFARE

17.01 In the event of any employee suffering a long-term illness such employee shall provide the employer with a minimum of two-(2) weeks notice of their expected date of return to work. The length of the period of absence from work shall be specified in a signed statement from the employee's Physician and any changes to the time period outlined in such a statement shall likewise be submitted by the Physician to the employer.

Long-term illness shall be defined as a period of expected absence due to illness of two (2) weeks duration or longer.

17.02 **The Company agrees to provide a benefit package which includes Life Insurance, Dependant Life Insurance, Extended Health Care (EHC) and Dental Care with the latter premium being covered 100% by the employee.** The Company agrees to pay 100% of the towards a term life insurance plan covering all full time employees who have completed their probationary period in the amount of \$15,000 per employee, \$5,000 for the spouse or common-law spouse of each full-time employee, and \$2,000 for each dependent child of said employee.

17.03 **The Company agrees, commencing January 1st, 2015, to contribute \$70.00 plus 8% PST per month for each full-time employee who has completed his/her probationary period for the duration of the contract for single Health coverage. Dental coverage premium is 100% paid by the employee.**

No full time employee will be forced to participate in the Life, Health and Dental plan. **The employee cannot request partial coverage. If the employee wants coverage, he or she understands this will be the entire package (Life Insurance, Health and Dental) unless the employee can provide evidence of coverage (Health and Dental) under another plan (for himself and dependents).**

If the employee does not want coverage then he/she waives all coverage including Term Life Insurance. If the employee decides to opt out of the plan entirely and decides to join at a later date, he will be asked to provide evidence of insurability to the insurer and could be declined for coverage.

17.04 **Any employee enrolling in the plan understands that the extra cost of the premiums for family coverage will be borne 100% by the employee.**

17.05 **Should the Employer change benefit carriers during the life of this Collective Agreement, the Employer shall ensure that current benefit coverage level is maintained.**

ARTICLE 18 - EMPLOYEES' RETIREMENT SAVINGS PLAN

18.01 Employees' Retirement Savings Plan

In this Article, the terms used shall have the meanings as described:

The "Plan" means the Multi-Sector Pension Plan

"Applicable Wages" means the wages for all hours worked and in addition:

- (i) the wages for all hours worked on a holiday; and
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay; and
- (iv) All other payments, premiums, allowances and similar payments are excluded.
- (v) "Eligible Employee" means all employees in the bargaining unit.

18.02 Commencing January 1, 2014 each Eligible Employee shall contribute for each pay period an amount equal to 3.0% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to 3.0% of Applicable Wages to the Plan.

18.03 The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

18.04 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, and Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employee by Article 18.04 of the agreement include:

- i) To Be Provided Once Only At Plan Commencement
 - Date of Hire
 - Date of Birth
 - Date of First Contribution
 - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
 - Gender

- ii) To Be Provided With Each Remittance
 - Name
 - Social Insurance Number
 - Monthly Remittance
 - Pensionable Earnings
 - Year to Date Contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer

- ii) To be provided initially And As Status Changes
 - Full Address
 - Termination Date Where Applicable
MM/DD/YY)
 - Marital Status

- iv) To be Provided Annually but no later than December 1st, -current complete address listing

18.05 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule A.

The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

ARTICLE 19 - OCCUPATIONAL HEALTH AND SAFETY

19.01

- (i) The Company shall cause a joint Health and Safety Committee to be established and maintained at the workplace in accordance with the Occupational Health and Safety Act, 1978; Ontario Regulation 658/70 as amended by O. Reg. 844/79.
- (ii) All employees to be covered under Employment Standards, Occupational Health and Safety, and all other applicable legislation.
- (iii) In cases of office or grounds activities **directly related to that employee's duties** while the employee is on the job working that result in charges being laid against an employee, The Company shall be responsible in supplying a company appointed lawyer and shall pay for all his legal fees.

ARTICLE 20 - JOB POSTINGS

20.01 When a full time vacancy occurs, or a new position is created within the bargaining unit, the Company, before filling such vacancy with a new employee, shall make the position available to existing employees, by posting a notice of the position on the bulletin board for a minimum of three (3) working days or five (5) calendar days. A copy of such notice shall be sent to the Union.

Vacancies shall be filled from within the bargaining unit, where possible, on the basis of seniority as long as the employee is qualified to do the job. The employee will be on a trial basis **for seven hundred and twenty (720) hours worked and will be paid the rate for the classification. During the seven hundred and twenty (720) hours worked**, the employee will have the option of returning to his former position without loss of seniority. The Company will also have the option of returning the individual to his former position should the employee be unsuitable for the job.

20.02 Upon the closure of the posting of a vacancy as described in 19.01, the Company shall fill the position within thirty (30) calendar days where possible.

ARTICLE 21 - GENERAL CONDITIONS

- 21.01 A copy of this Agreement, in a mutually suitable form, will be made available by the employer to each employee now employed. "Printing Costs" for these Agreements will be split 50/50 by the Company and the Union.
- 21.02 The employer agrees that the representative of the Union or his duly accredited representative may enter the premises and speak with members of the Union for a reasonable time during their working hours with the permission of Management.
- 21.03 Upon request to the Management, an employee may consult his file during normal business hours accompanied by a representative of the Union if he wishes. The file should contain:
- The application form
 - Employment form
 - All authorizations for deductions
 - All disciplinary reports which the employee has previously been advised of.
 - All recommendations, awards of achievement, work schedules

The Company shall be responsible for correcting all inaccurate information. All consulting of files will be done within reason.

- 21.04 Nothing in the signing of this Agreement shall lower any present wage standards or working conditions. Nor shall any employee be deprived of any established and recognised benefits or privileges in excess of, or more advantageous than the contract provisions.
- 21.05 Where any provisions of this Agreement or any practice therein is at any time contrary to law, this Agreement is not to be deemed to be abrogated, but is to be deemed to be amended so as to make the provisions of this Agreement conform to law.

ARTICLE 22 - AMALGAMATION AND/OR MERGER PROTECTION

- 22.01 In the event the Company merges, amalgamates or loses the control of dispatch, the new Company will honour the current Collective agreement with Ziptrack Limited and the Union.

ARTICLE 23 - DURATION

23.01 This Agreement shall take effect on January 1st, 2015, and shall expire on December 31st, 2018

Unless either party notifies the other within ninety (90) days prior to the expiration date of this Agreement, it shall continue from year to year.

SCHEDULE "A"

<u>CLASSIFICATION</u>		<u>RATES OF PAY (Per Hour)</u>			
		<u>PART TIME</u>			
<u>EFFECTIVE</u>		<u>2015</u>	<u>YEAR 2</u> <u>2016</u>	<u>YEAR 3</u> <u>2017</u>	<u>YEAR 4</u> <u>2018</u>
	<u>HOURS</u>		1.0%	1.0%	1.5%
(A)	0 TO 960	\$11.59	\$12.50	\$12.63	\$12.81
(B)	961 TO 2080	\$12.93	\$13.50	\$13.64	\$13.84
(C)	2081 TO 8,320	\$14.45	\$14.50	\$14.65	\$14.86
(D)	Over 8,321	\$15.38	\$15.50	\$15.65	\$15.88

<u>CLASSIFICATION</u>		<u>FULL TIME</u>			
<u>EFFECTIVE</u>		<u>2015</u>	<u>YEAR 2</u> <u>2016</u>	<u>YEAR 3</u> <u>2017</u>	<u>YEAR 4</u> <u>2018</u>
			1.0%	1.0%	1.5%
1.	Start to 90days.	\$12.93	\$13.06	\$13.19	\$13.38
2	91days to 4Yrs.	\$14.45	\$14.59	\$14.74	\$14.96
3	>4 Years to 6 Years	\$15.38	\$15.53	\$15.69	\$15.92
4	>6 YEARS*	\$17.41	\$17.58	\$17.75	\$18.02

NOTE:

All increases will commence beginning with the first day of week #1 of the pay period of each year as outlined above.

The Parties agree that there shall be one CSR Lead Hand per shift. Each CSR Lead Hand shall receive \$0.50 per hour in addition to their normal wage.

All F/T employees, on date of ratification, who are actively at work, shall receive a signing bonus of \$365.00.

All P/T employees, on date of ratification, who have accrued a minimum of 4,080 hours, shall be granted a signing bonus of \$260.00

All P/T employees, on date of ratification, who have accrued a minimum of 3,120 hours, shall be granted a signing bonus of \$220.00

All P/T employees, on date of ratification, who have accrued a minimum of 2,080 hours, shall be granted a signing bonus of \$175.00

All P/T employees, on date of ratification, who have accrued a minimum of 1,040 hours, shall be granted a signing bonus of \$100.00

ADDITIONAL INCENTIVE

The Company agrees to the formulation of a fund in the amount of \$4,050.00 for each year of the Collective Agreement to be divided in the following manner:

- **\$600.00 to the employees (1 from each of the 3 shifts) with the highest call-count vs error ratio, and attendance for the fiscal year of the Company (October 1st, to September 30th). Total \$1,800.00**
- **\$400.00 to the employees (1 from each of the 3 shifts) with the 2nd highest call-count to error ratio and attendance for the fiscal year of the Company (October 1st, to September 30th). Total \$1,200.00**
- **\$200.00 to the employees (1 from each of the 3 shifts) with the 3rd highest call-count to error ratio and attendance for the fiscal year of the Company (October 1st, to September 30th). Total \$600.00**
- **\$100.00 to the employees (1 from each of the 3 shifts) with the 4th highest call-count to error ratio and attendance for the fiscal year of the Company (October 1st, to September 30th). Total \$300.00**
- **\$50.00 to the employees (1 from each of the 3 shifts) with the 5th highest call-count to error ratio and attendance or the fiscal year of the Company (October 1st, to September 30th). Total \$150.00**

To better balance any perceived discrepancies between those CSRs who Multi-Fleet and those who don't, in addition to call-count vs error ratio, and attendance for the fiscal year, the Company will add an additional incentive criteria level for those CSRs who multi-fleet.

CSRs, who multi-fleet, call count will be weighted by an additional factor of 33.0%

Signed in Ottawa, Ontario this _____ day of _____, 2016

FOR THE UNION

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

FOR THE COMPANY

[Handwritten Signature]
[Handwritten Signature]
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